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EXAMINER

LIVERSEDGE, JENNIFER L

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3628

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Please find below and/or attached an Office communication concerning this application or proceeding.

DETAILED ACTION

Response to Amendment

This Office Action is responsive to Applicant's amendment and request for reconsideration of application 09/916,881 filed on May 1, 2006.

The amendment contains original claims: 9-12, 15 and 43.

The amendment contains amended claims: 1-8, 13, 16, 18, 37-42 and 44-45.

Claims 14, 17 and 19-36 have been canceled.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 42-45 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. 2002/0188539 A1 to Axelrad et al (further referred to as Axelrad).

Regarding claim 42, Axelrad discloses an apparatus for facilitating definition of a transaction agreement associated with a plurality of different product types, comprising:

A processor (page 2, paragraph 0024-0025);

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A storage device in communication with the processor and storing instructions adapted to be executed by the processor (Figure 12; page 1, paragraph 0008) to:

Automatically determine an agreement type based on the plurality of product types and a covered products matrix (page 5, paragraphs 0052-0054); and

Determine, in accordance with the agreement type, an agreement term between a party and a counter-party (page 5, paragraph 0054).

Regarding claim 43, Axelrad discloses the apparatus wherein the storage device further stores an agreement information database (page 1, paragraph 0008; page 2, paragraph 0025, Figure 12).

Regarding claim 44, Axelrad discloses the apparatus further comprising: a communication device coupled to the processor and adapted to communicate with at least one of: (i) a client device, (ii) an agreement modeling system controller, or (iii) a satellite system (page 1, paragraphs 0008-0010; page 2, paragraphs 0024-0026).

Regarding claim 45, Axelrad discloses a medium storing instructions adapted to be executed by a processor to perform a method of facilitating definition of a transaction agreement associated with a plurality of different product types (page 2, paragraph 0025), the method comprising:

Automatically determine an agreement type based on the plurality of product types and a covered products matrix (page 5, paragraphs 0052-0054); and

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Determining, in accordance with the agreement type, an agreement term between a party and a counter-party (page 5, paragraph 0054).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1-3, 5-11 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. 2002/0188539 A1 to Axelrad et al (further referred to as Axelrad).

Regarding claim 1, Axelrad discloses a method for facilitating definition of a transaction agreement associated with a plurality of different product types (page 3, paragraphs 0030 and 0032), comprising:

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Automatically determining an agreement type based on the plurality of product types and a covered products matrix, wherein the covered products matrix includes a plurality of covered product types (page 5, paragraphs 0052-0054); and

Determining, in accordance with the agreement type, an agreement term between a party and a counter-party (page 5, paragraph 0054).

Axelrad does not disclose for each product type, a plurality of transaction instruments. However, it would be obvious to one of ordinary skill in the art that as Axelrad discloses a plurality of covered product types, that the variety could include a variety of transaction instruments. Axelrad discloses where users select funds from fund firms, fund families within each fund firm, and specific funds within each fund family (page 3, paragraph 30), selected a fund family from all the fund families available (page 3, paragraph 32; page 5, paragraph 53), where the choices of funds to select from are presented on a web page (page 3, paragraph 35). While Axelrad specifically speaks to varieties and choices amongst equity funds, it would be obvious to one of ordinary skill in the art that the same process and method could be incorporate for any type of financial instruments in which users select from choices available for any variety offered by a sponsoring organization.

Regarding claim 2, Axelrad discloses the method wherein the covered products matrix is associated with at least one of: (i) a plurality of covered products types, or (ii) a plurality of transaction instruments (page 3, paragraphs 0030 and 0032; page 5, paragraph 0052).

Regarding claim 3, Axelrad discloses the method wherein at least one covered product type comprises: (i) an equity product, (ii) a stock product, (iii) an index product, (iv) a fixed income product, (v) a bond product, (vi) a bank loan product, (vii) a whole loan product, (viii) an interest rate product, (ix) a credit derivative product, (x) a commodity product, (xi) a metal product, (xii) an energy product, or (xiii) an agricultural product (page 2, paragraphs 0025- 0029, page 3, paragraphs 0030 and 0032; page 5, paragraph 0052).

Regarding claim 5, Axelrad discloses the method wherein the covered products matrix further includes at least one of: (i) an indication of approval, (ii) an indication of disapproval, (iii) an indication of a pending status, (iv) compliance authorization information, (v) default information, (vi) party information, (vii) counter-party information, (viii) legal information, (ix) master agreement information, or (x) credit information (page 5, paragraphs 0052 and 0054).

Regarding claim 6, Axelrad discloses the method wherein the transaction agreement is associated with at least one of: (i) a set of rights between the party and the counter-party, or (ii) a legal contract (page 2, paragraph 0026; page 5, paragraph 0054).

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Regarding claim 7, Axelrad discloses the method wherein the agreement type is associated with at least one of: (i) a set of rights between the party and the counter-party, (ii) a legal contract, (iii) a product type, (iv) a monetary amount, (v) a transaction instrument, (vi) the party, or (vii) the counter-party (page 2, paragraph 0026; page 5, paragraph 0054).

Regarding claim 8, Axelrad discloses the method wherein the agreement term is associated with at least one of: (i) a set of rights between the party and the counter-party, (ii) a legal contract, (iii) a product type, (iv) a monetary amount, (v) a transaction instrument, (vi) the party, or (vii) the counter-party (page 2, paragraph 0026; page 5, paragraph 0054).

Regarding claim 9, Axelrad discloses the method wherein determining an agreement type comprises:

Determining a general document type (page 5, paragraph 0053); and

Determining a refinement to the general document type (page 5, paragraph 0054).

Regarding claim 10, Axelrad discloses the method wherein said automatically determining the agreement term comprises defining the agreement term based on a pre-stored default transaction term (page 5, paragraphs 0052-0054).

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Regarding claim 11, Axelrad discloses the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a user of an agreement modeling system (page 5, paragraphs 0052-0054).

Regarding claim 15, Axelrad discloses the method wherein automatically determining the agreement term comprises automatically determining the agreement term based on the plurality of product types (page 1, paragraphs 0008 and 0010; page 3, paragraphs 0032 and 0035; page 5, paragraph 0052 and 0054).

Claims 16, 18 and 37-41 are rejected under 35 U.S.C. 102(e) as being anticipated by US 2002/0178120 A1 to Reid et al. (further referred to as Reid).

Regarding claim 16, Reid discloses a method for facilitating definition of a transaction agreement (page 2, paragraph 24), comprising

Determining an agreement type (page 2, paragraph 26);

Determining an agreement term (page 2, paragraph 26);

Generating an indication based on an evaluation of the agreement type and the agreement term (page 2, paragraph 26; page 3, paragraphs 28, 35 and 37).

Reid does not specifically disclose a plurality of different financial product types and evaluating the agreement type and the agreement term based on the plurality of financial product types and a covered financial products matrix. However, Reid

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discloses where the contract agreement system can be used for all types of goods and services (page 2, paragraph 24) and where a plurality of choices may be presented through sub-divisions of fields through drop down lists (page 3, paragraph 27). It would be obvious to one of ordinary skill in the art to include the use of a variety of financial products as among the types of goods and services as disclosed by Reid as financial products are desired to be bought, sold and traded and agreement contracts are required for such a transaction.

Regarding claim 18, Reid discloses the method wherein the indication is provided to at least one of: (i) a user of an agreement modeling system, and (ii) a satellite system (page 2, paragraphs 24 and 26).

Regarding claim 37, Reid discloses the method wherein the transaction agreement is associated with at least one of: (i) a risk management transaction, (ii) an over the counter product, (iii) an equity derivative, (iv) a commodity transaction, (v) an electricity transaction, (vi) a foreign exchange transaction, (vii) a currency option, (viii) a bond option, (ix) a synthetic agreement for forward exchange, (x) a reciprocal purchase agreement, (xi) an interest rate swap, (xii) an interest rate cap, (xiii) an interest rate collar, (xiv) an interest rate floor, (xv) a forward rate agreement, (xvi) a forward rate bill agreement, or (xvii) an option to enter into an underlying interest rate swap transaction (page 2, paragraph 0024 where Reid discloses applicability to all goods and services and product sales agreements).

Regarding claim 38, Reid discloses the method wherein the transaction agreement comprises at least one of: (i) an INTERNATIONAL SWAP DEALERS ASSOCIATION ® agreement, (ii) a foreign exchange & options master agreement, (iii) an agreement associated with one or more currencies, or (iv) an agreement associated with one or more jurisdiction (page 4, paragraph 0040).

Regarding claim 39, Reid discloses the method wherein the transaction agreement includes at least one of: (i) date information, (ii) agreement interpretation information, (iii) obligation information, (iv) representation information, (v) sub-agreement information, (vi) default event information, (vii) termination event information, (viii) transfer information, (ix) expenses information, (x) notice information, (xi) governing law information, (xii) definition information, a master agreement, (xiii) a schedule to a master agreement, or (xiv) at least one addenda to a master agreement (page 1, paragraph 0005; page 2, paragraph 0026; page 3, paragraph 0028, 0030 and 0035).

Regarding claim 40, Reid discloses the method wherein the transaction agreement is associated with at least one agreement fact, and further wherein the at least one agreement fact comprises at least one of: (i) a party identifier, (ii) a counter-party identifier, (iii) an agreement identifier, (iv) a name, (v) address information, (vi) contact information, (vii) an effective date, (viii) an expiration date, (ix) an area of origin, (x) an indication of governing law, (xi) an area of organization, (xii) a standard

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classification code, (xiii) a functional business area, or (xiv) beneficial ownership information (page 1, paragraph 0005 and 0006; page 2, paragraph 0026; page 3, paragraph 0035).

Regarding claim 41, Reid discloses the method wherein the at least one agreement fact is associated with at least one of: (i) a data type, (ii) a data source, (iii) a security class, or (iv) an attribute (page 1, paragraph 0006; page 2, paragraph 0026; page 3, paragraph 0027).

Claims 4, 12 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Axelrad, and further in view of US 2002/0198833 A1 to Wohlstadter (further referred to as Wohlstadter).

Regarding claim 4, Axelrad does not disclose the method wherein at least one transaction instrument comprises: (i) a swap instrument, (ii) an option instrument, (iii) a buy instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a repurchase agreement instrument, (xi) a loan instrument, (xii) a warrant instrument, or (xiii) a contract for differences instrument.

However, Wohlstadter discloses the method wherein at least one transaction instrument comprises: (i) a swap instrument, (ii) an option instrument, (iii) a buy instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a

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forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a repurchase agreement instrument, (xi) a loan instrument, (xii) a warrant instrument, and (xiii) a contract for differences instrument (page 1, paragraphs 0003 and 0005).

It would be obvious to one of ordinary skill in the art to combine the transaction instruments as disclosed by Wohlstadter with the financial agreement system as disclosed by Axelrad. The motivation would be that financial agreements would be of a nature to be bought, sold, traded, etc. such that the impetus for developing an agreement would be to facilitate such a transaction.

Regarding claim 12, Axelrad does not disclose the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a satellite system. However, Wohlstadter discloses the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a satellite system (page 10, paragraph 0104). It would be obvious to one of ordinary skill in the art to combine the use of a satellite system for receiving information as disclosed by Wohlstadter with the financial agreement system as disclosed by Axelrad. The motivation would be that a satellite is one of many well know means by which information is communicated among parties in a wireless system.

Regarding claim 13, Axelrad does not disclose the method wherein the satellite system comprises at least one of: (i) a business system, (ii) a legal system, (iii) a

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compliance system, (iv) a credit system, (v) a treasury system, or (vi) an operations system. However, Wohlstadter discloses the method wherein the satellite system comprises at least one of: (i) a business system, (ii) a legal system, (iii) a compliance system, (iv) a credit system, (v) a treasury system, or (vi) an operations system (page 10, paragraphs 0104-0108). It would be obvious to one of ordinary skill in the art to combine the implementation of various systems as disclosed by Wohlstadter with the financial agreement system as disclosed by Axelrad. The motivation would be the computer would be set up to run various programs within the general fields of business, legal, etc. in order to process the information received within a framework of generating agreements.

Response to Arguments

Applicant's arguments filed May 1, 2006 have been fully considered but they are not persuasive. The provisional application filed by Axelrad (60/296,810) discloses the text as disclosed around Figures 2 and 3 of the publication as cited in this Office Action. For example, page 21, line 26 – page 22, line 26; page 25, line 22 – page 26, line 4; page 35, lines 6-17; and page 37, line 20 – page 39, line 16 in the provisional application. Each of these sections, as well as numerous others, disclose the information gathering, product selection, and agreement generation as disclosed in Figures 2 and 3.

Axelrad discloses a variety of product types in that the funds as disclosed are all different, from which a user selects based on preferences and investment objectives.

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While Axelrad does not disclose products other than equity funds, it would be obvious to one of ordinary skill in the art that any number of product variety types, within the variety offered by Axelrad could be disclosed. Whether equity funds or other financial products, the system and method as disclosed by Axelrad would operate in the same manner, in which a user is presented with options for financial investment, and after having made a selection from those offered, an agreement system developing a contract between the two parties representing the transaction.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

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Any inquiry concerning this communication should be directed to Jennifer Liversedge whose telephone number is 571-272-3167. The examiner can normally be reached on Monday – Friday, 8:30 – 5 PM.

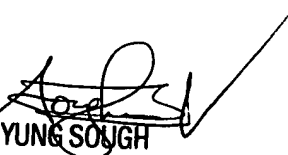
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Sam Sough can be reached at 571-272-6799. The fax number for the organization where the application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jennifer Liversedge

Examiner

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